

BRIG INDUSTRY.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS, TRANSMITTING A COPY OF THE CONCLUSIONS OF FACT AND LAW IN THE FRENCH SPOILIATION CLAIMS RELATING TO BRIG INDUSTRY AGAINST THE UNITED STATES.

FEBRUARY 5, 1902.—Referred to the Committee on War Claims and ordered to be printed.

COURT OF CLAIMS,
Washington, D. C., February 4, 1902.

SIR: Pursuant to the order of the Court of Claims, I transmit herewith the conclusions of fact and of law, filed under the act of January 20, 1885, in the French spoliation claims set out in the annexed findings by the court relating to the vessel brig *Industry*, James Very, master.

Respectfully,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. DAVID B. HENDERSON,
Speaker of the House of Representatives.

[Court of Claims. French Spoiliations. (Act of January 20, 1885, 23 Stat. L., 233.) Vessel brig *Industry*, James Very, master.]

No. of case.

Claimant.

3112. Henry C. Prentiss, administrator of Isaac White, *v.* The United States.
Nathaniel Very, administrator of James Very, *v.* The United States.
1664. James G. Freeman, receiver of Boston Marine Insurance Co., *v.* The United States.

CONCLUSIONS OF FACT.

These cases were tried before the Court of Claims on the 8th day of May, 1901.

The claimants were represented by Edward Lander, Charles W. Clagett, and Curtis & Pickett, esqs., and the United States, defendants, by the Attorney-General, through his assistants in the Department of Justice, Charles W. Russell and John W. Trainer, with whom was Assistant Attorney-General Louis A. Pradt.

The court, upon the evidence and after hearing the arguments and considering same, with briefs of counsel on each side, determine the facts to be as follows:

I. The brig *Industry*, James Very, master, sailed on a commercial voyage from Boston, Mass., on the 10th day of May, 1799, bound for Surinam, South America. On the 16th day of June, 1799, while peacefully pursuing said voyage, she was captured by the French armed sloop *I'Imposteur*, of Cayenne, commanded by Capt. Batiste Malvin. Captain Malvin took all of the crew of the *Industry* on board the French sloop with the intention of sending her into Cayenne. The same day he gave

permission to all the crew, except the mate and two men, to go on board a St. Thomas schooner bound for Surinam, which was accepted. What became of the vessel is not known further than is shown by this indorsement on the back of the register, "Taken and condemned by the French at Cayenne."

II. The *Industry* was a duly registered vessel of the United States, of 109 $\frac{3}{4}$ tons burden, and was owned by citizens of the United States in the following proportions:

Isaac White.....	$\frac{3}{4}$
James Very.....	$\frac{1}{4}$

III. The cargo of the *Industry* consisted of provisions, and the same was owned by the owners of the vessel in the following proportions:

Isaac White.....	$\frac{7}{8}$
James Very.....	$\frac{1}{8}$

IV. The losses caused by the capture and condemnation of the *Industry* were as follows:

The value of the vessel	\$4,373.48
The freight earnings for the voyage.....	1,822.21
The value of the cargo.....	3,750.00

Amounting in all to

9,945.69

V. Case No. 3112. The losses of Isaac White by reason of the capture of the *Industry* were as follows:

Three-fourths the value of the vessel.....	\$3,280.11
Three-fourths the freight earnings for the voyage.....	1,366.66
Seven-eighths the value of the cargo.....	3,281.25
Premium of marine insurance paid	800.00

Amounting in all to

8,728.02

Less insurance received

4,000.00

Leaving a total loss of.....

4,728.02

VI. Case No. 3112. The losses of James Very, by reason of the capture of the *Industry*, were as follows:

One-fourth the value of the vessel	\$1,093.37
One-fourth the freight earnings for the voyage.....	455.55
One-eighth the value of the cargo	468.75
Premium of insurance paid.....	240.00

Amounting in all to

2,257.67

Less insurance received

1,200.00

Leaving a total loss of

1,057.67

VII. Case No. 1664. The losses of the Boston Marine Insurance Company were as follows:

Insurance paid on vessel and cargo

\$5,200.00

The Boston Marine Insurance Company, at the date of the above-mentioned loss, was a corporation organized and doing business under the laws of the State of Massachusetts. On the 27th day of February, 1886, James G. Freeman was appointed receiver for said company by the supreme judicial court of Suffolk County, Mass.

The claimants have produced letters of administration on the various estates represented by them and have proved to the satisfaction of the court that the persons whose estates they represent are the same persons who suffered loss through the capture of the *Industry*.

Said claims were not embraced in the convention between the United States and the Republic of France concluded on the 30th day of April, 1803; they were not claims growing out of the acts of France, allowed and paid in whole or in part under the provisions of the treaty between the United States and Spain concluded on the 22d day of February, 1819, and were not allowed in whole or in part under the provisions of the treaty between the United States and France of the 4th of July, 1831.

The claimants in their representative capacity are the owners of said claims which have never been assigned; nor does it appear that any of said claims are owned by an insurance company, except the claims of the Boston Marine Insurance Company, as hereinbefore set forth.

CONCLUSIONS OF LAW.

The court decides as conclusions of law that said seizure was illegal, and the owners and insurers had valid claims of indemnity therefor upon the French Government prior to the ratification of the convention between the United States and the French Republic, concluded on the 30th day of September, 1800; that said claims were relinquished to France by the Government of the United States by said treaty in part consideration of the relinquishment of certain national claims of France against the United States, and that the following claimants are entitled to the amounts set forth, respectively, from the United States:

Henry C. Prentiss, administrator of the estate of Isaac White, deceased, four thousand seven hundred and twenty-eight dollars and two cents..	\$4, 728. 02
Nathaniel Very, administrator of the estate of James Very, deceased, one thousand and fifty-seven dollars and sixty-seven cents.....	1, 057. 67
James G. Freeman, receiver of the Boston Marine Insurance Company, five thousand two hundred dollars.....	5, 200. 00

BY THE COURT.

Filed December 2, 1901.

A true copy.

Test this 4th day of February, 1902.

[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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